

EXHIBIT 9



BAIS HORA'AH ETZ CHAIM

בית הוראה עץ חיים

RAV CHAIM KOHN, *Dean*

הרב חיים קאהן שליט"א, אב"ד

Before: Beis Din Eitz Chaim

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In the Matter of the dispute between :

Yitzchak Kaminetzky and
U C Management LLC,

AWARD AND ORDER

: GRANTING INJUNCTIVE RELIEF

Petitioners, :

- against -

Pinchas Halperin and Pinchas Halperin LLC,
LLC,

Respondents.

Regarding the Management and Operations
of Kamin Health Williamsburg LLC :

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AWARD AND ORDER BY RABBI CHAIM KOHN:

Pinchas Halperin (a/k/a David Halperin), through his company Pinchas Halperin LLC, and Yitzchak Kaminetzky, through his company U C Management LLC, having entered into an Operating Agreement for the entity Kamin Health Williamsburg LLC, dated October 4, 2018 (the "Operating Agreement"), and the Operating Agreement containing a provision [at § 17] that "any and all controversy, claim, dispute, etc., in any way relating to, arising under or resulting from that Agreement shall, in accord with Jewish Law, be submitted for arbitration to Bais Hora'ah Et Chaim in Brooklyn, New York, under the leadership of Harav Chaim Kohn; and Petitioner Yitzchak Kaminetzky having contacted this *Beth Din* (as designated in the parties' business agreement) in early July 2019 to initiate a *din Torah* against David Halperin regarding disputes concerning the operations of Kamin Health Williamsburg LLC, and this *Beth Din* having invited Pinchas Halperin to consent and participate in the *din Torah* to fully resolve such issues, and Pinchas Halperin having accepted the invitation on July 29, 2019, and the *Beth Din* having thereafter attempted to schedule a hearing of this matter, and Petitioner having, in the opinion of the *Beth Din*, been unreasonably unresponsive to date scheduling, and the *Beth Din* having been made aware of § 11 of the Operating Agreement which provides that all funds of Kamin Health Williamsburg LLC were to be deposited into an Operating account in the name of Kamin Health Williamsburg LLC and



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requiring that withdrawals be made only in the regular course of business, and this *Beth Din*, under information and belief – and most likely to be further proven in discovery – that Petitioner is not honoring that provision and, unless required to do so for the pendency of this *din Torah*, will continue to refuse to honor that contractual term to the irreparable injury of the Respondent and Kamin Health Williamsburg LLC, and the destruction of the status quo, it is hereby

ORDERED that, for the pendency of this *din Torah*, all funds received by any agent of Kamin Health Williamsburg LLC must be deposited only into the operating account of Kamin Health Williamsburg LLC and not comingled with funds belonging to any other entity, and such funds shall be used only for the business purposes of Kamin Health Williamsburg LLC. Yitzchak Kaminetzky and all persons operating through him or at his request or instruction, are hereby restrained and enjoined, during the pendency of this *din Torah* from disobeying this provision, or diverting funds, or using funds for any purpose other than the business purposes of Kamin Health Williamsburg LLC, and all checks shall be issued and signed only by the bookkeeper for Kamin Health Williamsburg LLC, and it is further

ORDERED that this Decision and Order is intended to be an Interim Order on the issues of the use and disposition by the parties of funds belonging to Kamin Health Williamsburg LLC during the pendency of this *din Torah*, such that the same may be confirmed by any court of competent jurisdiction pursuant the provisions of New York Law, and the parties (or either of them) are granted permission to immediately petition such court for such confirmation, or alternatively, to petition for injunctive relief in aid of arbitration consistent with the relief granted in this Order.

Dated: September 20, 2019

Rabbi Chaim Kohn